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LABOUR & EMPLOYMENT DEPARTMENT

NOTIFICATION

The 21st January 2006

No. 721-II/1(B)-53/2001-L. E.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Award, dated the 30th December 2005 in Industrial Dispute Case No. 34 of 2001 of the Presiding Officer, Labour Court, Bhubaneswar to whom the industrial disputes between the Management of M/s. Ram's Assorted Cold Storage Limited, Telengapentha, Cuttack and its Workman Shri Digambar Behera, At/P.O. Telengapentha, District Cuttack was referred for adjudication is hereby published as in the Schedule below :

SCHEDULE

IN THE LABOUR COURT, BHUBANESWAR

INDUSTRIAL DISPUTE CASE No. 34 OF 2001

Dated the 30th December 2005

Present :

Shri P. K. Sahoo, O.S.J.S. (Jr. Branch)
Presiding Officer, Labour Court
Bhubaneswar.

Between :

The Management of . . . First Party—Management
M/s. Ram's Assorted Cold Storage Limited
Telengapentha, Cuttack.

And

Its Workman . . . Second Party—Workman
Shri Digambar Behera
At Pratapanagari, P.O. Telengapentha
Dist. Cuttack.

Appearances :

For the First Party—Management . . . Shri Manoj Kumar Panda

For the Second Party—Workman himself . . . Shri Digambar Behera

AWARD

The Government of Orissa in the Labour & Employment Department in exercise of powers conferred upon them by sub-section (5) of Section 12 read with clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication vide their Order No. 13296—li/1(B)-58/2001-L.E., dated the 20th September 2001.

“Whether the termination of services of Shri Digambar Behera, Workman by the management of M/s. Ram’s Assorted Cold Storage Limited, Telengapentha, Cuttack with effect from the 4th August 2000 is legal and/or justified ? If not, to what relief Shri Behera is entitled ?”

2. Both the parties are present and filed a memorandum of settlement drawn up in Form-K and prayed to pass an award in terms thereof. The terms of settlement were readover and explained to both the parties and they admitted the same to be true and correct. The workman has also admitted to have received a sum of Rs. 10,000 (Rupees ten thousand) only from the management towards full and final settlement of all his legal dues with regard to his termination of service. The settlement being fair, is recorded. An Award is passed accordingly and the terms of settlement do form part of the Award.

Dictated and corrected by me.

P. K. SAHOO
30-12-2005
Presiding Officer
Labour Court, Bhubaneswar

P. K. SAHOO
30-12-2005
Presiding Officer
Labour Court, Bhubaneswar

By order of the Governor
D. MISHRA
Under-Secretary to Government

FORM - K

(See Rule 64 of Orissa Industrial Disputes Rules, 1959)

Before the Presiding Officer, Labour Court, Bhubaneswar

Industrial Disputes Case No. 34 of 2001

NAME OF THE PARTIES :

Shri Digambar Behera . . First Party—Workman

M/s Ram's Assorted Cold Storage Limited . . Second Party—Management

Made part of the Award.

Sd./- P. K. SAHOO
Presiding Officer, Labour Court
Bhubaneswar

SHORT RECITAL OF THE CASE

First Party is the employee and employed by the second party in the factory M/s. Ram's Assorted Cold Storage Limited situated at Arakhakuda, Telengapentha, Cuttack.

On the 31st July 2000, second-party Management served a notice upon the First Party Workman alleging that the workman on the 30th July 2000 at night left the place of work having kept open water pipe in ice plant and slept in the rest room and for which ice melted coming in contact with sweet water. For which the management suffered a loss amounting to Rs. 30,000.

To this allegation, Shri Behera replied through a letter dated the 3rd August 2000 like this. "That I have been appointed not to do any specific work, my duties are to supervise, work like any other workman, also to work like a coolie".

On the 4th August 2000, the Management sent the suspension letter to Shri Behera stating that "The cause shown by you is not satisfactory, so you are suspended from today. You will get your justified dues of the suspension period and having signed in the register kept for you at the security gate. You can know the stages of the proceedings taken against you.

In this proceeding the workman Shri Digambar Behera remained absent. Then the management dismissed Shri Behera on the 25th October 2000 as all the allegations against him were proved.

Then Shri Behera referred the matter to Conciliation Officer-*cum*-Assistant Labour Commissioner, Cuttack. But the conciliation proceeding failed.

Then the matter was referred to this Hon'ble Court hence the instant case Industrial Disputes 34 of 2001.

This dispute is amicably settled between the parties as per the settlement given below :

TERMS OF SETTLEMENT/AGREEMENT

It is settled/agreed between the parties :

1. That the management on the 27th March 2005 paid one month's salary i.e. for the month of July 2000 amounting to Rs. 1,150. Dues payable/Salary payable during two months suspension period i.e. for the month of August and September 2000 amounting to Rs. 1,150. Bonus for the year 1999-2000 amounting to Rs. 930 (Rs. 929/73). Bonus for the year 2000-2001 (in which case he worked for April, May, June, July) amounting to Rs. 383.18.
2. In presence of the court the management through its authorised representative gave Rs. 10,000 to the workman Shri Digambar Behera on kindness and sympathy.
3. Shri Digambar Behera will not demand the cost of litigation from the management
4. Shri Digambar Behera will not demand to serve in the Company
5. October 25th 2000 will be treated as the date of legally valid dismissal of Shri Digambar Behera from his service.
6. After this date i.e. the 28th March 2005 no party has any right to raise this matter before any forum of law treating this settlement as final.
7. It is also agreed that if any party disputes the matter before any forum of law then such party is bound to pay the cost of the litigation to the other party.

For Ram's Assorted Cold Storage Limited

[ILLEGIBLE]

President

Signature of workman

Illegible signature

Signature on behalf of the Management

Witnesses :

- | | |
|-------------------------------|-----------------------|
| 1. Illegible | 1. Pravata Kumar Jena |
| 2. <i>Illegible signature</i> | 2. Kishor Ku. Panda |

Bhubaneswar

Date : 28-03-2005

RAN'S ASSORTED COLD STORAGE LTD.

BHUBANESWAR
PAYMENT VOUCHER / Money Recd. pt
No. Date 19.04.2005

Rs. 10,000/-	Dr.	a/c.	Rs.	P.
(Rupees ten thousand only)	Dr.	a/c.	Rs.	P.
	Dr.	a/c.	Rs.	P.
	Dr.	a/c.	Rs.	P.

Pay to Digambara Behara
on account of Full & Final Settlement against my dues &
compensation for my the service tenure in the Company
Ran's Assorted Cold Storage Ltd. (G.D. - 34/2001)

by Cash/Cheque/Draft No. _____ Date _____ on _____
Passed for Payment

Director G.M./Manager Accounts Officer Cashier

